

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE: § CASE NO. 11-10490-hcm
§
1008 Ranch Road 620 South, L.P., § Chapter 11
Debtor §

EMERGENCY MOTION FOR USE OF CASH COLLATERAL

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

1008 Ranch Road 620 South, L.P., (öDebtorö) files this its Emergency Motion for Use of Cash Collateral:

1. Debtor filed for relief under Chapter 11 of the United States Bankruptcy Code on February 28, 2011. The Debtor is operating as a debtor-in-possession pursuant to 11 U.S.C. Sections 1107 and 1108.

2. This Court has jurisdiction over this matter under 28 U.S.C. §1334. This is a core matter pursuant to 28 U.S.C. §157(b)(2)(M).

3. Debtor's principal asset is a commercial office building in Lakeway, Texas, located at 1008 Ranch Road 620 South (the öPropertyö). The Property consists of 9 office units for rent, of which 7 have tenants operating businesses under current leases with Debtor and 2 remain to be leased. There is 1 unit for which Debtor is currently negotiating with a potential lessee and Debtor is continuing to market the additional remaining unit for lease. The Property is encumbered by a lien in favor of EL-SNPR REO Holdings, LLC, as successor-in-interest to multiple prior holders, securing repayment of a promissory note dated October 12, 2005, in the original principal amount of \$4,400,000.00.

4. The creditor referenced above is referred to as öLenderö. Debtor is aware of no other person or entity, other than taxing authorities for current taxes, who claims a lien or security interest in the Property.

5. Debtor needs the revenues generated from the Property in order to pay normal and necessary operating expenses in connection with the Property's operation in order to preserve and protect the Property and avoid immediate and irreparable injury. Debtor's expenses are detailed in the budget attached hereto as **Exhibit A**. Without the use of cash collateral, Debtor will be unable to operate its business and manage its affairs.

6. Debtor proposes to use cash collateral in accordance with the proposed Budget up to a variance of 10% per line item. 11 U.S.C. §363 prevents the Debtor from using "Cash Collateral" without the consent of the secured party. As of the date of the filing of this Motion, the Lender has not consented to the use of cash collateral. Counsel for Debtor has not had sufficient opportunity to review the validity or perfection of the liens claimed by the lien claimant on the Property or its revenues and does not concede the validity or perfection of such liens. However, to the extent such liens and claims are valid and perfected, Lender is adequately protected in connection with the Debtor's use of Cash Collateral and continued operations of the Property, and by the value of the Property and the maintenance of the Property.

7. To the extent necessary, and as adequate protection for Debtor's use of cash collateral, Debtor proposes to grant a post-petition lien on all collateral which was pledged to the lienholder (to the extent it holds secured claims), and was properly perfected, pre-petition. Other relevant terms of the proposed adequate protection are set forth in the proposed order which is served concurrently with this Motion. Debtor respectfully requests that this Court authorize the use of Cash Collateral under 11 U.S.C. §363 for ordinary and necessary expenses incurred by the Debtor to operate, maintain, preserve, protect and repair the Property in accordance with the proposed Budget. The use of cash collateral, pursuant to the terms of the Budget is in the best interests of the Estate and its creditors. Debtor has provided notice of this Motion to the Lender, the twenty largest unsecured creditors and to the United States Trustee in accordance with the Bankruptcy Rules and the Local Rules.

8. Debtor seeks interim authority to use cash collateral on an emergency basis and authority to use cash collateral upon final hearing of this Motion.

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully requests that this Court authorize the use of Cash Collateral as heretofore requested. Debtor further requests such other and further relief as it may show itself justly entitled.

Respectfully submitted,

By: /s/ Guillermo Ochoa-Cronfel
Guillermo Ochoa-Cronfel
State Bar No. 15175600
THE CRONFEL FIRM
2700 Bee Cave Road, Suite 103
Austin, Texas 78746
T: (512) 347-9600
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PROPOSED ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing document has been served upon all parties on the attached service list by first class mail on March 2, 2011

/s/ Guillermo Ochoa-Cronfel
Guillermo Ochoa-Cronfel

SERVICE LIST

EL-SNPR REO Holdings, LLC
c/o Berry D. Spears
Fulbright & Jaworski, L.L.P.
600 Congress Ave., Ste. 2400
Austin, TX 78701

Neal Hardin, P.C.
1008 RR 620 South, #203
Lakeway, TX 78734

The Stone Group, L.L.C.
8303 N. Mopac Expwy., #B120
Austin, TX 78759

Sessions & Schaffer, P.C.
919 Congress Ave., Ste. 900
Austin, TX 78701

Oxford Commercial
2700 Via Fortuna, #100
Austin, TX 78746

Texas ProTax, Inc.
8322 Cross Park Dr.
Austin, TX 78754

The Hartford
P.O. Box 5556
Hartford, CT 06102-5556

Texas Concrete
1029 Canyon View Rd.
Dripping Springs, TX 78620

Lightning Electrical
102 Axis Deer Tr.
Hutto, TX 78634

Schindler Elevator
8868 Research Blvd., #201
Austin, TX 78758-5968

Trahan & Williams
3811 Bee Cave Rd., Ste. 205
Austin, Texas 78746

Brodnax & Karnes
1602 Lakeway Dr., #1
Lakeway, TX 78734

Benedetti Electrical Services
P.O. Box 1657
Cedar Park, TX 78630

City of Austin
P.O. Box 2267
Austin, TX 78783-2267

Capital Landscaping
16025 Aqua Vista
Austin, TX 78734

Liberty Mechanical, Inc.
P.O. Box 340669
Austin, TX 78734

Vega Sanjuana
2322 Teri Rd.
Austin, TX 78744

Diana Burrow
12308 Bar X Drive
Austin, TX 78727

Jani-King of Austin
2523 South Lakeline Blvd.
Cedar Park, TX 78613

Simplex Grinnell
Dept. CH10320
Palatine, IL 60055-0320

The Entrance at Lakeway
1008 RR 620 South, #202
Lakeway, TX 78734

U.S. Trustee
903 San Jacinto Blvd., Suite 230
Austin, TX 78701